

1 Andrew J. Gramajo (SBN: 338144)
2 **AJG LAW GROUP, PC.**
25A Crescent Dr. #402
3 Pleasant Hill, CA, 94523
3 Telephone: (415) 638-9140
4 Email: andrew@ajglawgroup.us

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Superior Court of California,
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David W. Slayton,
Executive Officer/Clerk of Court,
By G. Delgado, Deputy Clerk

5 Attorney for Plaintiff,

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES-LIMITED JURISDICTION

10 PORTIA MASON, an individual,

) Case No.: **25STLC02338**

11

) **COMPLAINT FOR:**

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Plaintiff(s),

-)
13 vs.
14 WEST MARINE PRODUCTS, INC., a Florida
15 Corporation; and DOES 1-50, Inclusive,
16 Defendant(s).
1. Unruh Civil Rights Act Cal. Civ. Code
§ 51-53.
2. California Disabled Persons Act Cal.
Civ. Code § 54.1.
3. ADA 42 U.S.C. § 12181 *et seq.*

) Demand: Exceeds \$12,500

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DEMAND FOR A JURY TRIAL

19 PLAINTIFF PORTIA MASON (“PLAINTIFF”), an individual, on behalf of herself and all other
20 similarly situated current and former customers of WEST MARINE PRODUCTS, INC.
21 (“DEFENDANT”), alleges on information and belief, except for her own acts and knowledge which
22 are based on personal knowledge, the following:

23

INTRODUCTION

25 1. Plaintiff PORTIA MASON (“Plaintiff”), on behalf of herself and others similarly situated,
26 asserts the following claims against WEST MARINE PRODUCTS, INC. (“Defendant”) as follows.

27 2. Plaintiff is a visually-impaired and legally blind person who requires screen-reading
28 software to read website content using her computer. Plaintiff uses the terms “blind” or “visually-

1 impaired” to refer to all people with visual impairments who meet the legal definition of blindness in
2 that they have a visual acuity with correction of less than or equal to 20 x 200. Some blind people
3 who meet this definition have limited vision. Others have no vision.

4 3. Based on a 2010 U.S. Census Bureau report, approximately 8.1 million people in the United
5 States are visually impaired, including 2.0 million who are blind.

6 4. “Being unable to access website puts individuals at a great disadvantage in today’s society,
7 which is driven by a dynamic electronic marketplace and unprecedented access to information.” U.S.
8 Dep’t of Justice, Statement of Eve L. Hill before the Senate Comm. on Health, Educ., Labor &
9 Pensions, at 3 (May 14, 2013).

10 5. Plaintiff is a blind, visually impaired handicapped person and a member of a protected class
11 of individuals under the ADA, under 42 U.S.C. § 12102(1)-(2), and the regulations implementing the
12 ADA set forth at 28 CFR §§ 36.101 et seq.

13 6. Plaintiff requires screen-reading software to read website content using her computer.
14 Plaintiff uses the terms “blind” or “visually-impaired” to refer to all people with visual impairments
15 who meet the legal definition of blindness in that they have a visual acuity with correction of less than
16 or equal to 20 x 200.

17 7. Plaintiff, individually brings this complaint to secure redress against Defendant WEST
18 MARINE PRODUCTS, INC. (“Defendant”), for its failure to design, construct, maintain, and operate
19 its website to be fully and equally accessible to and independently usable by Plaintiff and other blind
20 or visually-impaired people. Defendant’s denial of full and equal access to its website, and therefore
21 denial of its products and services offered thereby and in conjunction with its physical locations, is a
22 violation of Plaintiffs’ rights under the Americans with Disabilities Act (“ADA”) and California’s
23 Unruh Civil Rights Act (“UCRA”).

24 8. Plaintiff brings this civil rights action against Defendant to enforce Title III of the
25 Americans with Disabilities Act, 42 U.S.C. § 12101 et seq. (“Title III”), which requires, among other
26 things, that a public accommodation (1) not deny persons with disabilities the benefits of its services,
27 facilities, privileges and advantages; (2) provide such persons with benefits that are equal to those
28 provided to nondisabled persons; (3) provide auxiliary aids and services—including electronic

1 services for use with a computer screen reading program—where necessary to ensure effective
2 communication with individuals with a visual disability, and to ensure that such persons are not
3 excluded, denied services, segregated or otherwise treated differently than sighted individuals; and
4 (4) utilize administrative methods, practices, and policies that provide persons with disabilities equal
5 access to online content.

6 9. Because Defendant's website, www.westmarine.com, (the "Website" or "Defendant's
7 website"), is not fully or equally accessible to blind and visually impaired consumers in violation of
8 the ADA, Plaintiff invokes 42 U.S.C. § 12188(a)(2) and seeks a permanent injunction requiring:

- 9 a) that WEST MARINE PRODUCTS, INC. retain a qualified consultant acceptable to
10 Plaintiff ("Mutually Agreed Upon Consultant") who shall assist it in improving the
11 accessibility of its Website so the goods and services on them may be equally accessed and
12 enjoyed by individuals with vision related disabilities;
- 13 b) that WEST MARINE PRODUCTS, INC. work with the Mutually Agreed Upon Consultant
14 to ensure that all employees involved in website development and content development be
15 given web accessibility training on a periodic basis, including onsite training to create
16 accessible content at the design and development stages;
- 17 c) that WEST MARINE PRODUCTS, INC. work with the Mutually Agreed Upon Consultant
18 to perform an automated accessibility audit on a periodic basis to evaluate whether WEST
19 MARINE PRODUCTS, INC.'s Website may be equally accessed and enjoyed by individuals
20 with vision related disabilities on an ongoing basis;
- 21 d) that WEST MARINE PRODUCTS, INC. work with the Mutually Agreed Upon Consultant
22 to perform end-user accessibility/usability testing on a periodic basis with said testing to be
23 performed by individuals with various disabilities to evaluate whether WEST MARINE
24 PRODUCTS, INC.'s Website may be equally accessed and enjoyed by individuals with vision
25 related disabilities on an ongoing basis;
- 26 e) that WEST MARINE PRODUCTS, INC. work with the Mutually Agreed Upon Consultant
27 to create an accessibility policy that will be posted on its Website, along with an e-mail address
28 and tollfree phone number to report accessibility-related problems; and

1 f) that Plaintiff, their counsel and its experts monitor Defendant's Website for up to two years
2 after the Mutually Agreed Upon Consultant validates it is free of accessibility errors/violations
3 to ensure WEST MARINE PRODUCTS, INC. has adopted and implemented adequate
4 accessibility policies.

5 10. Web-based technologies have features and content that are modified on a daily, and in
6 some instances, an hourly, basis, and a one time "fix" to an inaccessible website will not cause the
7 website to remain accessible without a corresponding change in corporate policies related to those
8 web-based technologies. To evaluate whether an inaccessible website has been rendered accessible,
9 and whether corporate policies related to web-based technologies have been changed in a meaningful
10 manner that will cause the website to remain accessible, the website must be reviewed on a periodic
11 basis using both automated accessibility screening tools and end user testing by disabled individuals.

12 **THE PARTIES**

13 11. Plaintiff, at all relevant times, is and was a resident of Los Angeles County, California.
14 Plaintiff is a legally blind, visually impaired handicapped person, and member of a protected class of
15 individuals under the ADA, pursuant to 42 U.S.C. § 12102(1)-(2), and the regulations implementing
16 the ADA set forth at 28 CFR §§ 36.101 et seq.

17 12. Defendant is and was at all relevant times a Florida Corporation doing business in
18 California. Defendant's stores are public accommodations within the definition Title III of the ADA,
19 42 U.S.C. §12181(7). Defendant's Website is a service, privilege, or advantage of its services,
20 products and locations.

21 **JURISDICTION AND VENUE**

22 13. This Court has subject matter jurisdiction over this action as a court of general jurisdiction.
23 This Court has personal jurisdiction over Defendant because it conducts substantial business in the
24 State of California, County of Los Angeles.

25 14. Venue is proper in this Court because Defendant conducts business in this County, with
26 their principal place of business located at 1 East Broward Boulevard, Suite 200, Fort Lauderdale, FL
27 33301, represented by its agent COGENCY GLOBAL INC., located at 115 North Calhoun Street,
28 Tallahassee, FL 32301.

15. Limited jurisdiction is proper because Plaintiff seeks a permanent injunction ordering compliance with state and federal accessibility laws pursuant to the Unruh Civil Rights Act.

STANDING

16. Plaintiff PORTIA MASON, is a blind, visually-impaired handicapped person and a member of a protected class of individuals under the ADA, under 42 U.S.C. § 12102(1)-(2), and the regulations implementing the ADA set forth at 28 CFR §§ 36.101 et seq.

17. Consumers such as the Plaintiff may purchase Defendant's products and access other brand related content and services at www.westmarine.com ("Website"), the Website Defendant owns, operates, and controls.

10 18. In addition to researching and purchasing Defendant's products and services from the
11 comfort and convenience of their homes, consumers may also use Defendant's Website to sign up to
12 receive product updates, discounts, product news, and receive special promotions not available
13 elsewhere.

14 19. Plaintiff was injured when she attempted on February 27, 2025, to access Defendant's
15 Website from her home in an effort to make an online purchase, but encountered barriers that denied
16 her full and equal access to Defendant's online goods, content and services.

17 20. Specifically, the Plaintiff wanted to make an online purchase of a life jacket.

18 21. Plaintiff enjoys fishing and water activities and she wanted to enhance her boating
19 experience for the season, seeking a reliable addition to her gear. She values high-quality and
20 functional equipment that ensures safety without compromising comfort. With this in mind, she
21 explored local online marine retailers, ultimately selecting a life jacket from West Marine, a trusted
22 and versatile choice perfect for complementing her passion for fishing and recreational water
23 activities.

24 22. This website stands out as a premier destination for boating and outdoor enthusiasts,
25 offering a curated selection of high-quality marine gear, apparel, and accessories designed for both
26 safety and performance. With a focus on durability, innovation, and functionality, the brand ensures
27 its products enhance every on-water adventure, catering to those who value reliability, and comfort.
28 Therefore, Plaintiff desired to make an online purchase of a life jacket from the website. Due to

1 Defendant's failure to build the Website in a manner that is compatible with screen access programs,
2 Plaintiff was unable to understand and properly interact with the Website, and was thus denied the
3 benefit of making an online purchase.

4 23. The law requires that the Defendant reasonably accommodate Plaintiff's disabilities by
5 removing these existing access barriers.

6 24. Plaintiff has been, and in absence of an injunction will continue to be injured by
7 Defendant's failure to provide its online content and services in a manner that is compatible with
8 screen reader technology.

9 25. Because of Defendant's denial of full and equal access to and enjoyment of the good,
10 benefits and services of the Website, Plaintiff has suffered an injury in fact due to her inability to
11 make an online purchase, which is a concrete and particularized injury, and is a direct result of
12 Defendant's conduct.

13 26. Despite this direct harm and frustration, Plaintiff intends to attempt to access the Website
14 in the future to purchase products and services the Website offers, and more specifically to make an
15 online purchase for a life jacket from the website, if remedied.

NATURE OF ACTION

17 27. The Internet has become a significant source of information, a portal, and a tool for
18 conducting business, doing everyday activities such as shopping, learning, banking, researching, as
19 well as many other activities for sighted, blind and visually impaired persons alike.

20 28. In today's tech-savvy world, blind and visually impaired people have the ability to access
21 website using keyboards in conjunction with screen access software that vocalizes the visual
22 information found on a computer screen or displays the content on a refreshable Braille display. This
23 technology is known as screen-reading software. Screen-reading software is currently the only
24 method a blind or visually impaired person may independently access the internet. Unless websites
25 are designed to be read by screen-reading software, blind and visually impaired persons are unable to
26 fully access websites, and the information, products, goods and services contained thereon.

1 29. Blind users of Apple macOS operating system-enabled computers and devices have a
2 built-in screen-reading software program available to them. "Voice Over" is one of the
3 most popular screen-reading software programs available for blind computer users.

4 30. For screen-reading software to function, the information on a website must be capable of
5 being rendered into text. If the website content is not capable of being rendered into text, the visually
6 impaired user is unable to access the same content available to sighted users.

7 31. The international website standards organization, the World Wide Web Consortium,
8 known throughout the world as W3C, has published version 2.2 of the Web Content Accessibility
9 Guidelines ("WCAG 2.2"). WCAG 2.2 are well-established guidelines for making website accessible
10 to blind and visually impaired people. These guidelines are universally followed by most large
11 business entities and government agencies to ensure their website are accessible.

12 32. Non-compliant websites pose common access barriers to blind and visually-impaired
13 persons. Common barriers encountered by blind and visually impaired persons include, but are not
14 limited to, the following:

- 15 a. A text equivalent for every non-text element is not provided;
- 16 b. Title frames with text are not provided for identification and navigation;
- 17 c. Equivalent text is not provided when using scripts;
- 18 d. Forms with the same information and functionality as for sighted persons are not provided;
- 19 e. Information about the meaning and structure of content is not conveyed by more than the
20 visual presentation of content;
- 21 f. Text cannot be resized without assistive technology up to 200% without losing content or
22 functionality;
- 23 g. If the content enforces a time limit, the user is not able to extend, adjust or disable it;
- 24 h. Web pages do not have titles that describe the topic or purpose;
- 25 i. The purpose of each link cannot be determined from the link text alone or from the link text
26 and its programmatically determined link context;
- 27 j. One or more keyboard operable user interface lacks a mode of operation where the keyboard
28 focus indicator is discernible;

- 1 k. The default human language of each web page cannot be programmatically determined;
- 2 l. When a component receives focus, it may initiate a change in context;
- 3 m. Changing the setting of a user interface component may automatically cause a change of
- 4 context where the user has not been advised before using the component;
- 5 n. Labels or instructions are not provided when content requires user input, which include
- 6 captcha prompts that require the user to verify that he or she is not a robot;
- 7 o. In content which is implemented by using markup languages, elements do not have
- 8 complete start and end tags, elements are not nested according to their specifications, elements
- 9 may contain duplicate attributes, and/or any IDs are not unique;
- 10 p. Inaccessible Portable Document Format (PDFs); and,
- 11 q. The name and role of all User Interface elements cannot be programmatically determined;
- 12 items that can be set by the user cannot be programmatically set; and/or notification of changes
- 13 to these items is not available to user agents, including assistive technology.

14 33. Websites have features and content that are modified on a daily, and in some instances

15 hourly basis and a one time “fix” to an inaccessible digital platform will not cause the digital platform

16 to remain accessible without a corresponding in change in corporate policies related to those web-

17 based technologies. To evaluate whether an inaccessible website has been rendered accessible, and

18 whether corporate policies related to website technologies have been changes in a meaningful manner

19 that will cause the Website to remain accessible, the Website must be reviewed on a periodic basis

20 using both automated accessibility screening tools and end user testing by disabled individuals.

21 34. Each of Defendant’s violations of the Americans with Disabilities Act is likewise a

22 violation of the Unruh Civil Rights Act. Indeed, the Unruh Civil Rights Act provides that any

23 violation of the ADA constitutes a violation of the Unruh Civil Rights Act. Cal. Civ. Code, § 51(f).

24 35. Further, Defendant’s actions and inactions denied Plaintiff full and equal access to their

25 accommodations, facilities, and services. A substantial motivating factor for Defendant to deny

26 Plaintiff access was the perception of Plaintiff’s disability. Defendant’s denial of Plaintiff’s

27 accessibility was a substantial motivating factor for Defendant’s conduct. Plaintiff was harmed due

28

1 to Defendant's conduct. Defendant's actions and inactions were a substantial factor in causing the
 2 lack of access to Plaintiff. Unruh Civil Rights Act. Cal. Civ. Code, § 51.

3 **STATEMENT OF FACTS**

4 36. Defendant is a store that offers the website www.westmarine.com to the public. The
 5 Website offers features which should allow all consumers to access the goods and services offered in
 6 connection with their physical locations. The goods and services offered by West Marine include, but
 7 are not limited to, the following: a thoughtfully curated selection of high-quality marine equipment,
 8 specializing in boating gear, safety accessories, and essential supplies designed for durability and
 9 performance; a diverse range of navigational electronics, including GPS devices, radars, and
 10 communication systems to enhance on-water safety and efficiency; exclusive collections of marine
 11 apparel and footwear, crafted for comfort and protection in various weather conditions; personalized
 12 shopping experiences such as expert guidance, rigging services, and custom boat graphics to meet
 13 individual boating needs; and flexible purchasing options, with all products available for order
 14 through the online store, in-store pickup, and expedited shipping services.

15 37. It is, upon information and belief, Defendant's policy and practice to deny Plaintiff, along
 16 with other blind or visually impaired users, access to Defendant's Website, and to therefore
 17 specifically deny the goods and services that are offered and integrated with Defendant's stores. Due
 18 to Defendant's failure and refusal to remove access barriers to its website, Plaintiff and visually
 19 impaired persons have been and are still being denied equal access to Defendant's stores and the
 20 numerous goods, services and benefits offered to the public through its website.

21 38. Plaintiff is a visually-impaired and legally blind person, who cannot use a computer
 22 without the assistance of screen-reading software. Plaintiff is, however, a proficient screen-reader
 23 user and uses it to access the Internet. Plaintiff has visited the Website on February 27, 2025 using a
 24 screen-reader.

25 39. Plaintiff intended to make an online purchase for a life jacket.

26 40. Plaintiff enjoys fishing and water activities and she wanted to enhance her boating
 27 experience for the season, seeking a reliable addition to her gear. She values high-quality and
 28 functional equipment that ensures safety without compromising comfort. With this in mind, she

1 explored local online marine retailers, ultimately selecting a life jacket from West Marine, a trusted
2 and versatile choice perfect for complementing her passion for fishing and recreational water
3 activities.

4 41. On February 27, 2025, Plaintiff visited Defendant's website, www.westmarine.com, to
5 make an online purchase. Despite her efforts, however, Plaintiff was denied a shopping experience
6 similar to that of a sighted individual due to the website's lack of a variety of features and
7 accommodations, which effectively barred Plaintiff from having an unimpeded shopping experience.

8 42. Additionally, during Plaintiff's visits to the Website, Plaintiff encountered multiple access
9 barriers that denied her full and equal access to the facilities, goods and services offered by Defendant
10 to the public. Plaintiff was thus unable to: learn about stores locations and hours and contact
11 information; make an online purchase, determine prices for and availability of certain products, and
12 related goods and services available both online and in stores.

13 43. Due to Defendant's failure to build its website in a manner that is compatible with screen
14 reader programs, Plaintiff is and was unable to understand, and thus is denied the benefit of, much of
15 the content and services she wishes to access or use. For example:

16 (a) Many interactive elements have a wrong focus order on the page, including the Carousel
17 region from the website that did not comply with necessary accessibility standards. Thus,
18 Plaintiff could not control the navigation through the Carousel section of the website;
19 (b) Many interactive elements on the web page had poor and non-descriptive names, making
20 navigation confusing. The Plaintiff could not determine the purpose of certain buttons or links,
21 hindering her ability to complete the purchase. This lack of clarity disrupted the shopping
22 experience and prevented her from proceeding with the order.

23 44. As a result of visiting Defendant's Website and from investigations performed on her
24 behalf, Plaintiff is aware that the Website includes at least the following additional barriers blocking
25 her full and equal use:

26 a) Different images of the same product had similar descriptive alternative text. Plaintiff could
27 not learn more detailed information about the product and its features;

28

- 1 b) Landmark structure was incorrectly defined. Due to repetitive landmark labels, it was
2 difficult for Plaintiff to understand the page section they led to;
- 3 c) Interactive elements from the website could not be focused with the Tab key. The website
4 did not provide helpful instructions on how to access the interactive element using arrow keys.
5 Plaintiff did not know about the interactive element from the page;
- 6 d) The Navigation menu did not allow the repeated content to be expanded or collapsed, and
7 when the sub-menu was collapsed and it expanded automatically after receiving focus forcing
8 Plaintiff to navigate through all the links the menu contained;
- 9 e) The Carousel region from the website did not comply with necessary accessibility
10 standards. Thus, Plaintiff could not control the navigation through the Carousel section of the
11 website;
- 12 f) Plaintiff was forced to repeatedly tab through elements with the same destination: the link
13 text of products conveyed similar information and led to the same destinations as interactive
14 images above the links;
- 15 g) Interactive elements on the web page had inappropriate and non-descriptive name. Plaintiff
16 could not identify the purpose of the interactive element;
- 17 h) Interactive elements that behaved as "buttons" were not programmatically written correctly.
18 Instead of using a "role" attribute, they were built by tags such as , <div>, <a>, or
19 others. As a result, the screen reader software read the incorrectly constructed element and
20 Plaintiff was confused, because of receiving ambiguous information about the element in
21 focus;
- 22 i) The alert dialog displayed when Plaintiff entered invalid data into the form field was not
23 announced. The user was not informed what field was incorrectly completed;
- 24 j) Plaintiff was not aware of the search suggestions after search term was entered into the
25 Search bar. The status update, such as a brief text message about search suggestions, was not
26 provided even though the content of the page was updated and search suggestions were
27 displayed. Without appropriate status message legally blind users do not know that search
28 suggestions appeared on the screen.

1 45. Due to the inaccessibility of Defendant's Website, blind and visually impaired individuals
2 such as Plaintiff, who need screen-readers, cannot fully and equally use or enjoy the facilities,
3 products, and services Defendant offers to the public through its website. The access barriers Plaintiff
4 encountered have caused a denial of Plaintiff's full and equal access in the past, and now deter
5 Plaintiff on a regular basis from visiting the Website in order to perform functions equal to the sighted.

6 46. These access barriers on Defendant's Website have deterred Plaintiff from visiting
7 Defendant's physical locations and enjoying them equal to sighted individuals because: Plaintiff was
8 unable to find the location and hours of operation of Defendant's stores on its website and other
9 important information, preventing Plaintiff from visiting the stores to take advantage of the goods
10 and services that it provides to the public.

11 47. If the Website were equally accessible to all, Plaintiff could independently navigate the
12 Website and complete a desired transaction as sighted individuals do. In fact, Plaintiff intends to
13 return to the Website when it is equally accessible for visually-impaired consumers in order to
14 complete her intended transaction, as it is more convenient for Plaintiff to access the Website to make
15 a purchase than to travel to a physical location to make the same purchase. However, as long as the
16 Access Barriers continue to exist on the Website, Plaintiff is prevented from making such a purchase.

17 48. These barriers, and others, deny Plaintiff full and equal access to all of the services the
18 Website offers, and now deter her from attempting to use the Website and/or visit Defendant stores.
19 Still, Plaintiff would like to, and intends to, attempt to access Defendant's Website in the future to
20 research the services the Website offers, or to test the Website for compliance with the ADA.

21 49. Due to Defendant's failure and refusal to remove access barriers to its Website, Plaintiff
22 and visually impaired persons have been and are still being denied equal access to Defendant's
23 Website, and the numerous goods and services and benefits offered to the public through its website.

24 50. Through her attempts to use the Website, Plaintiff has actual knowledge of the access
25 barriers that make these services inaccessible and independently unusable by blind and visually
26 impaired people.

27 51. Though Defendant may have centralized policies regarding the maintenance and operation
28 of its Website, upon and information and belief, Defendant has never had a plan or policy that is

1 reasonably calculated to make its Website fully accessible to, and independently usable by,
2 individuals with vision related disabilities. As a result, the complained of access barriers are
3 permanent in nature and likely to persist.

4 52. The law requires that Defendant reasonably accommodate Plaintiff's disabilities by
5 removing these existing access barriers. Removal of the barriers identified above is readily achievable
6 and may be carried out without much difficulty or expense.

7 53. Plaintiff's above request for injunctive relief is consistent with the work performed by the
8 United States Department of Justice, Department of Transportation, and U.S. Architectural and
9 Transportation Barriers Compliance Board (the "Access Board"), all of whom have relied upon or
10 mandated that the public-facing pages of website complies with an international compliance standard
11 known as Web Content Accessibility Guidelines version 2.2 AA ("WCAG 2.2 AA"), which is
12 published by an independent third party known as the Worldwide Web Consortium ("W3C").

13 54. Plaintiff has been, and in the absence of an injunction will continue to be, injured by
14 Defendant's failure to provide its online content and services in a manner that is compatible with
15 screen reader technology.

16 55. Defendant has long known that screen reader technology is necessary for individuals with
17 visual disabilities to access its online content and services, and that it is legally responsible for
18 providing the same in a manner that is compatible with these auxiliary aids.

19 56. The ADA expressly contemplates the injunctive relief that Plaintiff seeks in this action. In
20 relevant part, the ADA requires:

21 57. In the case of violations of . . . this title, injunctive relief shall include an order to alter
22 facilities to make such facilities readily accessible to and usable by individuals with disabilities . . .
23 Where appropriate, injunctive relief shall also include requiring the . . . modification of a policy . . .
24 42 U.S.C. § 12188(a)(2).

25 58. Plaintiff alleges violations of existing and longstanding statutory and regulatory
26 requirements to provide auxiliary aids or services necessary to ensure effective communication, and
27 courts routinely decide these types of matters.

28

1 59. Resolution of Plaintiff's claims does not require the Court to unravel intricate, technical
2 facts, but rather involves consideration of facts within the conventional competence of the courts, e.g.
3 (a) whether Defendant offers content and services on its Website, and (b) whether Plaintiff can access
4 the content and services.

5 60. Without injunctive relief, Plaintiff and other visually impaired consumers will continue to
6 be unable to independently use the Website, thereby violating their rights.

FIRST CAUSE OF ACTION

(Violations of the Unruh Civil Rights Act, California Civil Code § 51 et seq.)

(Alleged by Plaintiff against all Defendants)

10 61. Plaintiff, on behalf of herself, repeats and realleges every allegation of the preceding
11 paragraphs as if fully set forth herein.

12 62. Defendant stores are “business establishments” within the meaning of the California Civil
13 Code § 51 et seq. Defendant generates millions of dollars in revenue from the sale of its services in
14 California through its store locations and related services and www.westmarine.com is a service
15 provided by Defendant that is inaccessible to customers who are visually-impaired like Plaintiff. This
16 inaccessibility denies visually-impaired customers full and equal access to Defendant’s facilities and
17 services that Defendant makes available to the non-disabled public. Defendant is violating the Unruh
18 Civil Rights Act, California Civil Code § 51 et seq., in that Defendant is denying visually impaired
19 customers the services provided by www.westmarine.com. These violations are ongoing.

20 63. Defendant's actions constitute intentional discrimination against Plaintiff on the basis of
21 a disability in violation of the Unruh Civil Rights Act, Cal. Civil Code § 51 et seq. in that: Defendant
22 has constructed a website that is inaccessible to Plaintiff; maintains the website in this inaccessible
23 form; and has failed to take adequate actions to correct these barriers even after being notified of the
24 discrimination that such barriers cause.

25 64. Defendant is also violating the Unruh Civil Rights Act, California Civil Code § 51 in that
26 the conduct alleged herein likewise constitutes a violation of various provisions of the ADA, 42
27 U.S.C. § 12101 et seq. Section 51(f) of the California Civil Code provides that a violation of the right
28 of any individual under the ADA shall also constitute a violation of the Unruh Civil Rights Act.

1 65. The actions of Defendant were and are in violation of the Unruh Civil Rights Act,
2 California Civil Code § 51 et seq., and, therefore, Plaintiff is entitled to injunctive relief remedying
3 the discrimination.

4 66. Plaintiff is also entitled to statutory minimum damages pursuant to California Civil Code
5 § 52 for each and every offense.

6 67. Plaintiff is also entitled to reasonable attorneys' fees and costs.

7 68. Plaintiff is also entitled to a preliminary and permanent injunction enjoining Defendant
8 from violating the Unruh Civil Rights Act, California Civil Code § 51 et seq., and requiring Defendant
9 to take the steps necessary to make www.westmarine.com readily accessible to and usable by
10 visually-impaired individuals.

SECOND CAUSE OF ACTION

12 | **(Violations of the California Disabled Persons Act California Civil Code § 54.1.)**

(Alleged by Plaintiff against all Defendants)

14 69. Plaintiff, on behalf of herself, repeats and realleges every allegation of the preceding
15 paragraphs as if fully set forth herein.

16 70. The California Disabled Persons Act (“CDPA”) guarantees, *inter alia*, that persons with
17 disabilities are entitled to full and equal accommodations, advantages, facilities, privileges, or
18 services in all business establishments of every kind whatsoever within the jurisdiction of the State
19 of California. Cal. Civ. Code § 54.1.

20 71. The CDPA provides that any violation of the ADA is a violation of the Unruh Act. Cal
21 Civ. Code, § 54.1 (d).

22 72. Defendant's acts and omissions, as herein alleged, have violated the CDPA by, inter alia,
23 denying, aiding, or inciting the denial of, Plaintiff's rights to accessibility deny visually-impaired
24 customers full and equal access to Defendant's facilities and services that Defendant makes available
25 to the non-disabled public.

26 73. Because the violation of the ADA resulted in a denial of full and equal access to the
27 Plaintiff, Defendant is also responsible for statutory damages, i.e., a civil penalty. Cal Civ. Code §
28 54.3. Therefore, Plaintiff is entitled to injunctive relief remedying discrimination.

1 74. Plaintiff is also entitled to reasonable attorneys' fees and costs.

THIRD CAUSE OF ACTION

(Violations of the ADA, 42 U.S.C. § 12181 *et seq.*)

(Alleged by Plaintiff against all Defendants)

5 75. Plaintiff, on behalf of herself, repeats and realleges every allegation of the preceding
6 paragraphs as if fully set forth herein.

7 76. Section 302(a) of Title III of the ADA, 42 U.S.C. § 12101 et seq., provides:

8 77. No individual shall be discriminated against on the basis of disability in the full and equal
9 enjoyment of the goods, services, facilities, privileges, advantages, or accommodations of any place
10 of public accommodation by any person who owns, leases (or leases to), or operates a place of public
11 accommodation. 42 U.S.C. § 12182(a).

12 78. Defendant's physical locations is a public accommodation within the definition of Title
13 III of the ADA, 42 U.S.C. § 12181(7). The Website is a service that is offered to the general public,
14 and as such, must be equally accessible to all potential consumers.

15 79. Under Section 302(b)(1) of Title III of the ADA, it is unlawful discrimination to deny
16 individuals with disabilities the opportunity to participate in or benefit from the products, services,
17 facilities, privileges, advantages, or accommodations of an entity. 42 U.S.C. § 12182(b)(1)(A)(i).

18 80. Under Section 302(b)(1) of Title III of the ADA, it is unlawful discrimination to deny
19 individuals with disabilities an opportunity to participate in or benefit from the products, facilities,
20 privileges, advantages, or accommodation, which is equal to the opportunities afforded to other
21 individuals. 42 U.S.C. § 12182(b)(1)(A)(ii).

22 81. Under Section 302(b)(2) of Title III of the ADA, unlawful discrimination also includes,
23 among other things:

24 82. [A] failure to make reasonable modifications in policies, practices, or procedures, when
25 such modifications are necessary to afford such goods, services, facilities, privileges, advantages, or
26 accommodations to individuals with disabilities, unless the entity can demonstrate that making such
27 modifications would fundamentally alter the nature of such goods, services, facilities, privileges,
28 advantages or accommodations; and a failure to take such steps as may be necessary to ensure that no

1 individual with a disability is excluded, denied services, segregated or otherwise treated differently
 2 than other individuals because of the absence of auxiliary aids and services, unless the entity can
 3 demonstrate that taking such steps would fundamentally alter the nature of the good, service, facility,
 4 privilege, advantage, or accommodation being offered or would result in an undue burden. 42 U.S.C.
 5 § 12182(b)(2)(A)(ii)-(iii).

6 83. The acts alleged herein constitute violations of Title III of the ADA, and the regulations
 7 promulgated thereunder. Plaintiff, who is a member of a protected class of persons under the ADA,
 8 has a physical disability that substantially limits the major life activity of sight within the meaning of
 9 42 U.S.C. § 12102(1)(A)-(2)(A). Furthermore, Plaintiff has been denied full and equal access to the
 10 Website, has not been provided services that are provided to other patrons who are not disabled, and
 11 has not been provided any reasonable accommodation to those services. Defendant has failed to take
 12 any prompt and equitable steps to remedy its discriminatory conduct. These violations are ongoing.

13 84. Under 42 U.S.C. § 12188 and the remedies, procedures, and rights set forth and
 14 incorporated therein, Plaintiff, requests relief as set forth below.

PRAYER FOR RELIEF

15 WHEREFORE, Plaintiff respectfully requests this Court grant the following relief on behalf
 16 of PLAINTIFF:

17 85. A Declaratory Judgment on behalf of Plaintiff that at the commencement of this action
 18 WEST MARINE PRODUCTS, INC. was in violation of the specific requirements of Title III of the
 19 ADA described above, and the relevant implementing regulations of the Unruh Civil Rights Act,
 20 California Disabled Persons Act, and ADA, in that WEST MARINE PRODUCTS, INC. took no
 21 action that was reasonably calculated to ensure that its website is fully accessible to, and
 22 independently usable by, individuals with visual disabilities;

23 86. A preliminary and permanent injunction pursuant to section 52.1 of the California Civil
 24 Code on behalf of Plaintiff enjoining Defendant from violating the Unruh Civil Rights Act and ADA
 25 and requiring Defendant to take the steps necessary to make www.westmarine.com readily accessible
 26 to and usable by visually-impaired individuals;

27 87. An award of costs and expenses of this action on behalf of Plaintiff;

1 88. An award of statutory minimum damages of \$4,000 per offense per person pursuant to the
2 Unruh Civil Rights Act or California Disabled Persons Act of the California Civil Code on behalf of
3 the Plaintiff.

4 89. For attorneys' fees and expenses pursuant to California Civil Code §§ 52(a), 52.1(h),
5 California Civil Code §54.1, and 42 U.S.C. § 12205; and

6 90. Such other and further relief as this Court deems just and proper.

JURY DEMAND

9 Plaintiff, on behalf of herself and all others similarly situated, hereby demands a jury trial for
10 all claims so triable.

DATED: March 24, 2025

Andrew J. Gramajo

**Andrew J. Gramajo, Esq.
AJG LAW GROUP, PC.**
Attorney for Plaintiff

